has reached a result squarely opposed to the Iowa case, by holding an unregistered automobile a trespasser, although there also the plaintiff was a trespasser as against the defendant only because of the defendant's rights upon the highway by virtue of the public easement. *Dudley* v. *Northampton St. Ry. Co.*, 202 Mass. 443, 89 N. E. 25; *Chase* v. *New York Central & H. R. R.*, 208 Mass. 137, 94 N. E. 377. Other courts are not inclined to hold an unlicensed automobile a trespasser. *Hemming* v. *City of New Haven*, 82 Conn. 661, 74 Atl. 892; *Atlantic C. L. R. Co.* v. *Weir*, 63 Fla. 69, 58 So. 641. An analogy which would argue against recovery in the Iowa case is to be found in the cases which hold that one traveling contrary to a Sunday statute is so far an outlaw that no duty of care as to the highway is owed him. *Johnson* v. *Irasburg*, 47 Vt. 28. Where the accident was the result of collision and not of derailment the courts have held that the plaintiff's breach of a statute, similar to the one in the Virginia case, prevented his recovery. *Missouri, K. & T. Co.* v. *Roberts*, 46 S. W. 270 (Tex.); *Little* v. *Southern Ry. Co.*, 120 Ga. 347, 47 S. E. 953. However, in the principal case the speed ordinance of four miles an hour was passed undoubtedly to protect wayfarers, not to prevent engine derailment. Now when a defendant violates a statute irrelevant to the injury resulting, the breach is not held negligence. *Gorris* v. *Scott*, L. R. 9 Exch. 125. The courts have generally disregarded this distinction in the case of plaintiffs. *Contra, Watts* v. *Montgomery Traction Co.*, 57 So. 471 (Ala.). It is submitted that there is no sufficient reason for a different test for plaintiffs than defendants, and that the plaintiff should not be barred by his breach of a statute not passed to prevent the injury sustained.

OFFER AND ACCEPTANCE — UNILATERAL CONTRACTS — MISTAKE IN TRANSMISSION OF OFFER BY TELEGRAPH COMPANY. — The defendant incorrectly transmitted the specifications in the plaintiff's telegraphic order for machinery. The addressee accepted the offer according to the altered specifications. The plaintiff received the machines and paid the price. Subsequently the plaintiff took an assignment of, and now sues on, the addressee's rights against the defendant. *Held*, that the plaintiff may recover. *Jackson Lumber Co.* v. *Western Union Tel. Co.*, 62 So. 266 (Ala.).

The responsibility of an offeror for a telegraphic offer delivered in an altered form has been much disputed. Many courts deny his liability. *Pepper* v. *Western Union Tel. Co.*, 87 Tenn. 554, 11 S. W. 783. But the weight of authority supports the better view, namely, that the offeror's intent as expressed to the reasonable offeree must govern, and that a valid contract arises on the acceptance of the offer received. *Haubelt* v. *Rea, etc. Mill Co.*, 77 Mo. App. 672. See 24 HARV. L. REV. 244. The sender may then hold the telegraph company directly for his loss. *Ayer* v. *Western Union Tel. Co.*, 79 Me. 493, 10 Atl. 495. The principal case, however, assumes that there is no contract and allows the sender to recover on the assignment of the addressee's right of action in tort against the defendant for the damage suffered in acting upon a telegram negligently transmitted. *New York, etc. Tel. Co.* v. *Dryburg*, 35 Pa. St. 298. See 19 HARV. L. REV. 474. The introduction of this tort liability in favor of the addressee as the basis of the action is, at best, difficult to support on legal theory. *Dickson* v. *Reuter's Tel. Co.*, L. R. 3 C. P. D. 1. In the principal case, moreover, the action would fail for want of damage to the addressee if the sender were held to the contract, or if the payment made should be construed as mitigating the addressee's damages instead of subrogating the plaintiff to the addressee's rights.

PARENT AND CHILD — ABDUCTION OF CHILD — RELATION OF MASTER AND SERVANT NOT ESSENTIAL TO RECOVERY. — In an action by a father for the abduction of a child of seven years, the complaint contained no allegation of loss